

**REQUEST FOR QUOTATION
FOR
DISASTER RECOVERY AND LONG TERM PLANNING CONSULTING
SERVICES
(HURRICANE SANDY)**

**Issued by the
State of New Jersey
Division of Purchase and Property**

Date Issued: November 23, 2012

**Responses Due by 4:00 p.m. Eastern Time on:
Monday, November 26, 2012**

**REQUEST FOR QUOTATION (“RFQ”)
FOR
DISASTER RECOVERY AND LONG TERM PLANNING
(HURRICANE SANDY)**

1.0 PURPOSE AND INTENT

This RFQ is issued by the State of New Jersey (“State”) Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey Governor’s Office. The purpose of this RFQ is to solicit quotes from interested qualified firms who can provide Disaster Recovery and Long Term Planning Consulting Services.

The intent of this RFQ is to award a federally based contract in accordance with GSA Schedule 84 – Category 426-4F to that bidder whose quote, conforming to this RFQ, are most advantageous to the State, price and other factors considered.

It is the State’s intent to ensure that all work performed pursuant to this RFQ is eligible for FEMA Public Assistance grant funding and performed in accordance with FEMA regulations, policies and guidance. Qualified firms shall possess all required Federal and State licensing.

1.1 BACKGROUND

On October 21, 2012, Governor Chris Christie signed Executive Order 104 (“EO 104”) declaring a State of Emergency in New Jersey related to the aftermath of Hurricane and Post-Tropical Cyclone Sandy, which caused massive property damage and loss of life. On October 30, 2012, President Obama declared New Jersey as a “major disaster area.” New Jersey Office of Emergency Management (NJOEM) in cooperation with the New Jersey Office of Homeland Security and Preparedness (OHSP) and other State entities executed the State’s existing Emergency Operation Plans (EOPs) in responding to the needs of the State during and immediately following the hurricane. As the State moves into the recovery phase in the aftermath of the storm, it seeks strategic consultant services designed to support all facets of intermediate and long-term recovery efforts.

1.2 PROPOSAL SUBMISSION

Proposals are to be submitted through the GSA RFQ process by Monday, November 26, 2012.

Subsequent to bid submission, all information submitted by bidders in response to the solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the contract award is approved by the Treasurer’s office.

1.3 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until the time of proposal submission from all potential bidders. Questions shall be directed via email to:

Communications with other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of a firm's proposal.

The State will not be responsible for any expenses in the preparation and/or presentation of the proposals, oral interviews or for the disclosure of any information or material received in connection with this RFQ.

The State reserves the right to reject any and all proposals received in response to this RFQ, when determined to be in the State's best interest, and to waive minor noncompliance in a proposal. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals in response to this RFQ. In the event that all proposals are rejected, the State reserves the right to re-solicit proposals.

The State intends to extend the contract[s] awarded to the Division's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. In order for the State contract to be extended to cooperative purchasing partners, the bidder must agree to the extension by executing the Cooperative Purchase Form attached to this RFP. Also refer to Section 4.4.6 of this RFP. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

2.0 DEFINITIONS

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Contractor – The bidder awarded a contract resulting from this RFP.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property.

FEMA – Federal Emergency Management Agency.

May – Denotes that which is permissible, not mandatory.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

State – State of New Jersey.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 3.0.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

3.0 RFQ SCOPE OF SERVICES

Work will be assigned by written task order with pricing based on a not to exceed clause.

Contractor shall work with Governor's designee in planning, structuring and organizing a long term recovery office for the State;

Contractor shall provide strategic support to the State in all facets of New Jersey's recovery and mitigation;

Contractor shall research and advise on resources for appropriate resolution services to assist in the State reconstruction;

Contractor shall provide contractor management, budgeting, and technical evaluation of both short and long-term recovery and mitigation priorities;

Contractor shall provide guidance and planning, structuring, organizing and staffing for New Jersey's long term recovery offices in states in the aftermath Hurricane Sandy;

Contractor shall advise on all aspects of New Jersey's interaction with FEMA, including but not limited to communications, grant applications, reimbursement claims, all FEMA interactions in the Joint Field Office (JFO) and in setting up and staffing the necessary State infrastructure in the JFO;

Contractor shall assist in the resolution of disputes with federal, county, and local authorities to ensure that all available monies are appropriately received, disbursed, and accounted;

Contractor shall advise on all relevant federal and state documentation practices necessary to ensure the receipt and retention of grant funding as part of response, recovery and mitigation;

Contractor shall provide assistance with both high-level and detailed long term recovery planning, debris and logistics planning and mitigation planning;

Contractor shall conduct programmatic assessments and evaluations to ensure that proper operating metrics are adhered to in New Jersey's response, recovery and restoration process;

Contractor shall provide or advise the State on data management related to New Jersey's response recovery and mitigation efforts;

Contractor shall assist the State to develop and apply data structures and data analysis necessary for New Jersey officials to make critical decision regarding emergency planning, logistics, and sustained improvement of infrastructure;

Contractor shall provide risk assessment, hazard identification, and hazard mitigation advice concerning New Jersey's recovery and mitigation efforts;

Contractor shall work with the State to craft the State's intermediate and long term response and recovery framework following Hurricane Sandy;

Contractor shall work closely with the State to implement the strategic and tactical response and recovery framework and shall provide needed staffing;

Contractor shall work closely with the Office of the Governor in providing planning advice and execution of the response, recovery and mitigation plan in conjunction with the Governor's designee;

Contractor shall provide detailed assistance to the State as it seeks, obtains and monitors grants and any supplemental appropriations from Congress, as well as with other federal governmental agencies such as the U.S. Department of Housing and Urban Development, the U.S. Department of Transportation, and the U.S. Department of Homeland Security to provide support to the State after a catastrophic event;

Contractor shall closely advise the State on any needed dispute resolution between governmental entities as part of the development and implementation of the State's response, recovery and mitigation plans;

Contractor shall advise on federal regulatory standards relevant to funding requests and recovery assistance;

Contractor shall advise on productive working relationships with non-governmental organizations, including, but not limited to, charities, philanthropies, and aid groups, to secure assistance needed by New Jersey residents;

Contractor shall closely advise the State as it plans the State-wide mitigation efforts in the aftermath of Hurricane Sandy with particular emphasis on plan aspects concerning catastrophic events (including floods and hurricanes) that could destroy significant numbers of existing dwellings, businesses, critical infrastructure and key resources; and

Contractor shall provide needed staffing for any of the foregoing tasks.

3.1 REPORTING AND DOCUMENTATION

The Contractor shall provide and submit to the State all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA and State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this Contract.

The Contractor shall maintain all records related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the Comptroller, for audit and review, upon request pursuant to N.J.A.C. 17:44-2.2 and disclose to other parties for audit and review. Record retention beyond the five year mark may be necessary and will be directed by the State.

The Contractor shall be responsible for providing protective storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State upon request.

4.0 REQUIRED COMPONENTS OF THE RFQ QUOTE

Proposals submitted in response to this RFQ should respond to each of the following requests in the order indicated.

4.1 TECHNICAL PROPOSAL

The bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract.

4.2 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the Contract. This narrative should demonstrate to the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to demonstrate to the State that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the bidder's quote will lead to successful contract completion.

4.3 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan shall include the bidder's approach to communication with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4 POTENTIAL PROBLEMS

The bidder shall set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder shall provide its proposed solution.

4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and its ability to perform the services required by this RFQ.

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.6 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope as this one. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts;
- Beginning and ending dates should be given for each similar contract;
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ; and
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.7 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ, including experience with domestic or international concessions, public-private partnerships and other forms of private sector participation. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates shall also be given for each contract.

4.8.1 ADDITIONAL EXPERIENCE OF BIDDER

Bidder should have significant experience overseeing statewide recovery efforts related to natural disasters including contractor management, budgeting, and technical evaluation of both short and long-term priorities.

Bidder should have experience in planning, structuring, organizing and staffing long-term recovery offices in states in the aftermath of a catastrophic event. Bidder should have a proven track record in assisting states in reconstruction efforts involving billions of dollars in a manner that properly carries out the vision of the State's leadership formulated in conjunction with assistance from the consultant.

Bidder should have experience in dealing with FEMA in the aftermath of major catastrophic events. Bidder should have experience in providing a framework for operating with FEMA in the context of a Joint Field Office (JFO) and in setting up and staffing the necessary State infrastructure in the JFO.

Bidder should be able to demonstrate prior experience and success with all relevant federal and state documentation practices necessary to ensure the receipt and retention of grant funding.

Bidder should have experience in long term recovery planning, debris and logistics planning and mitigation planning.

Bidder should have significant experience with data management related to hurricanes, tropical storms, or similar natural disasters. Consultant must have prior experience applying data structures and data analysis to critical decision making regarding emergency planning, logistics, and sustained improvement of infrastructure. Bidder should have particular expertise in risk assessments, hazard identification, and hazard mitigation related to natural disasters.

Bidder should have experience in crafting an intermediate and long term response and recovery framework for a state immediately after a catastrophic event. Bidder should have experience in all facets of instituting, on both a strategic and tactical level, such a response and recovery framework including staffing each aspect of the recovery effort.

Bidder should have experience in seeking, obtaining and monitoring grants and supplemental appropriations from Congress as well as with other governmental agencies such as the U.S. Department of Housing and Urban Development, the U.S. Department of Transportation, the U.S. Department of Homeland Security as well as other federal agencies that can provide support to the state after a catastrophic event. Bidder should have experience with dispute resolution related to hurricanes, tropical storms, or similar natural disasters. Bidder should have demonstrated ability evaluating federal regulatory standards relevant to funding requests and recovery assistance. Bidder should have worked with non-governmental organizations, including, but not limited to, charities, philanthropies, and aid groups, in securing assistance for natural disaster relief efforts.

Bidder should have experience in planning large scale mitigation efforts in the aftermath of a statewide catastrophic event that has destroyed thousands of dwellings, flood tens of thousands of homes and businesses and caused statewide damage to critical infrastructure and key resources.

5.0 CONTRACT TERM

The term of the contract shall be for a period of **three (3) years**, with up to two (2) one-year extensions by the mutual written consent of the contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

5.1 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for

the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original quote submitted in response to this RFQ. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original quote. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and NJOIT.

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

6.0 COST PROPOSAL

As part of its proposal the bidder is to set forth how its GSA hourly rates will be applied to the various services request within the RFQ. The bidder may offer hourly rates more competitive than its GSA pricing but may not increase said rates.

The Contractor shall not start work on any task until requested to do so by the State Contract Manager.

7.0 FORM OF COMPENSATION AND PAYMENT

Payments to the Contractor will be disbursed following approval by the State Contract Manager in accordance with section 6.0 above. The State reserves the right to negotiate with the bidder, the final fee for services provided under each task order.

8.0 SELECTION PROCESS

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFQ:

- The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFQ;
- The qualifications and experience of the bidder's management, supervisory or key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required. Evaluation will be on submitted resumes and how well they meet the required skill and education levels as well as on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFQ;
- The overall ability of the bidder to undertake and successfully complete the contract in a cost efficient yet timely manner. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart; and
- The bidder's cost proposal.

8.1 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price quotes in response to this RFQ, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, and the Award Recommendation will remain confidential until a Notice of Intent to Award a contract is issued.

8.2 STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the Contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES

The State Contract Manager is the person that the Contractor will contact **after the Contract is executed** for answers to any questions and concerns about any aspect of the Contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and the State. The State Contract Manager shall be the central coordinator of the use of the Contract for the State. All persons and agencies that use the Contract must notify and coordinate the use of the contract with the State Contract Manager.

8.2.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor cannot resolve a dispute with contract users.

9.0 ADDITIONAL REQUIREMENTS

The documents listed below must be completed and submitted with the bid quote. Purchase Bureau forms can be downloaded from the Department of Treasury website:

<http://www.state.nj.us/treasury/forms.html#pb>

- Ownership Disclosure Form
- Disclosure of Investigations and Other Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran
- Certification of MacBride Principles and Northern Ireland Act of 1989
- Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program.
- New Jersey's Standard Terms and Conditions
- Vendor Certification - Executive Order #129 Compliance
- Vendor Certification under Public Law 2005, Chapter 51 (formerly Executive Order #134)\
- Cooperative Purchasing Form
- Insurance Certificate

NOTE: A copy of a valid New Jersey Business Registration must be submitted prior to contract award. If not already registered with the New Jersey Division of Revenue, registration can be completed on line at the Division of Revenue website:
<http://www.state.nj.us/treasury/revenue/index.html>